REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT
Date: 3-20-2020

Project Name & Number: Perrine and Unnamed Tributary Drainage Basin Design Plan (DBDP)  CIP #: 51189.3
Amendment – Phase 3
Project Number 18-2430
Project Description: To provide professional engineering services related to the preparation of design plans for Perrine and Unnamed Tributary DBDP Amendment – preliminary and final construction plans for precast box culvert under St. Patrick Street
Consultant: FMG Engineering

Original Contract Amount: $72,270.00
Original Contract Date: 4/6/2020
Original Completion Date: 8/30/2021

Addendum No:
Amendment Description:

Current Contract Amount: ___________________  Current Completion Date: ___________________
Change Requested:
New Contract Amount: ___________________  $0.00  New Completion Date: ___________________

Funding Source This Request:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Dept.</th>
<th>Line Item</th>
<th>Fund</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$72,270.00</td>
<td>7403</td>
<td>4223</td>
<td>609</td>
<td>Stormwater Drainage Expansion</td>
</tr>
</tbody>
</table>

| $72,270.00   | Total |

Agreement Review & Approvals

Project Manager: ___________________  Date: 3-20-2020
Division Manager: ___________________  Date: 3-26-20
Compliance Specialist: ___________________  Date: 3-20-20
Department Director: ___________________  Date: 3-26-20

Routing Instructions:
Route two originals of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works Engineering Project Manager

Finance Office Use Only
(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)
Appropriation: 3/16/20  Y  N
Cash Flow: 3/16/20  Y  N

106A Authorization for Mayor & Finance Officer to Sign
Rev. 03/2009
Agreement Between City of Rapid City and FMG Engineering
for Professional Services for
Perrine and Unnamed Tributary Drainage Basin Design Plan (DBDP)
Amendment – Phase 3
Project No. 18-2430 / CIP No. 51189.3

AGREEMENT made ____________________________, 20____, between the
City of Rapid City, SD (City) and FMG Engineering, (Engineer), located at 3700 Sturgis
Road, Rapid City, 57702. City intends to obtain services for Perrine and Unnamed
Tributary DBDP Amendment – Phase 3, Project No. 18-2430 / CIP No. 51189.3. The
scope of services is as described within this document and as further described in
Exhibits A, B and C (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases
of the Project and as further defined in Exhibits A, B and C (attached), serve as the
City's professional engineering representative for the Project, and give professional
engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this
agreement, which include customary engineering services. Engineer
intends to serve as the City's professional representative for those
services as defined in this agreement and to provide advice and
consultation to the City as a professional. Any opinions of probable
project cost, approvals, and other decisions provided by Engineer for
the City are rendered on the basis of experience and qualifications
and represent Engineer's professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a
professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or
furnished by Engineer pursuant to this Agreement are instruments of
service in respect of the Project and Engineer shall retain an
ownership therein. Reuse of any documents pertaining to this project
by the City on extensions of this project or on any other project shall
be at the City's risk. The City agrees to defend, indemnify, and hold
harmless Engineer from all claims, damages, and expenses including
attorney's fees arising out of such reuse of the documents by the City
or by others acting through the City.
1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

1.2 **Scope of Work**

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.

1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

**Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

**Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

**Section 4—Mutual Covenants**

4.1 **General**

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be
paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.
This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $72,270.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before August 30, 2021 based on award date of April 13, 2020.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.
7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single
limit each occurrence. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10—Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities
undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.
City of Rapid City:

Steve Allender, MAYOR

DATE: ________________

Engineer:

Jerry Foster, FMG Engineering

DATE: 3/20/2020

ATTEST:

Pauline Sumption, FINANCE OFFICER

Reviewed By:

Mary Bosworth, PROJECT MANAGER

DATE: 3/20/2020

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME Mary Bosworth, PE, CFM
PHONE 605-394-4154
EMAIL mary.bosworth@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Jerry Foster, PE
PHONE 605-342-4105
EMAIL jfoster@fmgengineering.com
SCOPE OF SERVICES

FOR

PERRINE & UNNAMED TRIBUTARY
DRAINAGE BASIN DESIGN PLAN (DBDP) AMENDMENT
PHASE 3
Project No. 18-2430, CIP No. 51189.3

The City of Rapid City has determined the need to procure professional services including Preliminary Design Services, Final Design Services, and Bidding Services for the construction of the recommended precast box culvert under St. Patrick Street located at the outlet of Pond 230 in the DBDP Amendment. Basic Construction Services and Expanded Construction Services may be negotiated at a later date as a separate contract.

It is anticipated the project will include the following:

1. Final Hydraulic Design
2. Engineering Drawings for box culvert construction.
3. Traffic control plans and project phasing.
4. Erosion and sediment control plans for the installation work.
5. Resurfacing of the disturbed area.
6. Temporary and Permanent easements.

FMG Engineering will complete all tasks for this project except adjustments to roadway lighting and possibly loops associated with traffic signals. West Plains Engineering will be the subconsultant responsible for the roadway lighting adjustments and possible signal loop adjustments.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage and may include the following itemized services.

1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.

1.2 Review background information and any other resources as necessary.

1.3 Perform site surveys sufficient for design plan preparation. The route and topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing NAD 83 (2011) State Plane coordinates and the NAVD 88 vertical datum. Survey shall include preparation of a low-level UAV aerial photo. Survey task shall include property and easement research. Utilities will be surveyed as marked by the One Call Service.

1.4 Water, Sewer, and Lighting Utility Systems Verification
Rapid City Utility Maintenance and/or Rapid Valley Sanitary District to provide locating services for water and sewer utilities. City Traffic Engineering Department to provide locating services for roadway lighting and signal loops in pavement. Consultant shall meet with City of Rapid City Utility Maintenance, City of Rapid City Traffic Engineering, and Rapid Valley Sanitary District for verification of the locates provided at the site.
1.5 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records. A meeting with the private utilities shall be scheduled after submitting plans to verify that the utilities are shown correctly and to make plan revisions as needed.

1.6 Meet with individual property owners regarding permanent and temporary easement needs and regarding specific project issues and components.

1.7 Meet with State Department of Transportation regarding specific project issues and components. Include discussion about grading in abandoned rail line right of way or Highway 44 right of way.

1.8 Perform Geotechnical Evaluation.
To evaluate the existing soil conditions along the project alignment, a total of 2 boreholes will be drilled. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics.

Upon completion of the field and laboratory testing and analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides recommendations for the proposed construction. In general the report recommendations will include excavation conditions, utility and box culvert installation, groundwater mitigation, suitability of backfill materials and any other recommendations we consider applicable to the site conditions encountered.

1.9 U.S. Army Corps of Engineers Wetlands Coordination
Consultant shall assume a Nationwide Permit will be required for the construction. Consultant shall prepare a desktop wetlands delineation using the National Wetland Inventory website, NRCS soils data, UAV aerial, historic aerial photos, earlier Wetland permitting from Johnson Ranch Subdivision project, and limited field observations. Consultant shall hold a presubmittal meeting with U.S. Army Corps of Engineers for validation of the Nationwide Permit assumption, verification of wetland limits, and to verify permit submittal requirements. Consultant shall prepare minutes of the pre-submittal meeting. Consultant shall prepare a preliminary Nationwide Permit application.

1.10 Conceptual Design Submittal
The Conceptual Design Submittal shall generally consist of the following documents:

A. Preliminary Design Technical Memorandum
Prepare a Preliminary Design Technical Memorandum describing the project components, assumptions, design criteria, hydraulic calculations, system capacity, and other information judged necessary for inclusion in the memorandum. The Technical Memo shall include a review of compliance with City’s Standard Specifications and a list of anticipated Design Exceptions with justification as necessary.

The project’s Geotechnical Report shall be included as an attachment to the Technical Memorandum.

A probable opinion of construction costs for the project shall be included with the Technical Memorandum. The costs shall be itemized based on the City’s standard bid items and appropriate contingency item allowance.
Submit three (3) copies and a PDF version of the Preliminary Design Technical Memorandum to City of Rapid City’s project manager for review and comment.

B. Conceptual Drawings
The conceptual drawings shall contain the following sheets:

- Cover Sheet - Include vicinity map and index of drawings
- Survey Control Sheet – The Survey Control sheet shall include control points with Northing, Easting, Elevation, and Description with Station and Offset to the closest alignment. Horizontal alignments including beginning and end stations, and deflections and curve data. Combined ground to grid scale factor and Basis of Bearings.
- Property Layout and Land Ownership
- Plan and Profile Sheets - Show demolition, existing and proposed utility mains and existing services, proposed box culvert, proposed pavement repairs, and proposed easements, and other necessary features to convey the intend to the preliminary design.
- Cross Sections
- Special Details – Include Conceptual Details for the proposed box culvert and other special requirements of project as necessary.
- Anticipated sequencing and traffic control phasing

Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

Submit three (3) copies and a PDF version of the Preliminary Design Technical Memorandum to City of Rapid City’s project manager for review and comment.

1.11 Attend submittal review meeting with City staff.

TASK 2 - FINAL DESIGN SERVICES:
This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services and may include the following itemized services.

2.1 Address City comments from the Task 1 City review(s) and prepare a Final Design Technical Memorandum.

2.2 Determine removal limits approval with City of Rapid City Representative.

2.3 Coordinate with Geotechnical Engineer to address recommendations from the geotechnical report that should be incorporated into the project plans or specifications.

2.4 Consultant shall obtain a design exception for Infrastructure Design Criteria manual requirements and Standard Specifications as needed. Exceptions to the Standard Specifications shall be documented on the General Notes sheet of the construction plans. The table shall include the following:

- City Exception File Number
- Specification Section
- Description
- Stipulations

2.5 The City’s project manager will issue a letter to the private utilities requesting their intentions as
to leaving their existing infrastructure as is or if their intent is to replace all or a portion of it. If a private utility intends to replace their infrastructure, the consultant shall coordinate a location corridor for the utilities and show the proposed location on the drawings. Indicate if the private utilities intend to abandon or replace the infrastructure prior to or during this project’s construction. Coordinate directly with utility companies’ engineering divisions to ensure that all existing utilities are completely and accurately identified and located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts requiring relocation of utilities or special construction techniques are fully specified in the contract documents. Preliminary plans shall be provided to the pertinent utilities for comment at the time they are complete followed by a specific private utility coordination meeting.

Notify the City project manager if private utilities will need to be relocated so PM can formally notify the utilities to relocate.

2.6 Provide Complete Plans and Specifications. It is anticipated the complete plans and specification will include.

- Detailed specifications supplementing the City of Rapid City Standard Specifications
- Project Manual and Bidders Proposal
- Title Sheet
- Legend Sheet
- Estimate of Quantities and General Note Sheets
- Estimate of Quantities Tables
- Property Control Drawings with Layout, Ownership, Right of Way and Easements
- Survey Control Sheet / Horizontal/Vertical and Alignment Data
- Project Sequencing and Phasing Schedule Notes
- Detailed Traffic Control Sheets
- Existing Condition and Removal Sheets
- Erosion Control Note Sheet
- Erosion Control Plan Sheet
- Typical Sections
- Plan and Profile Sheet
- Box Culvert Layout Sheets
- Surfacing Sheet
- Cross Sections
- Standard City Details
- Special Project Details

The total number and/or type of sheets may vary upon final design depending on final project requirements.

Project layout sheet is to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area). Identify if property is owner occupied or a rental.

Provide a complete Erosion Control narrative which will include detailed erosion and sediment control measures and specifications. Provide a complete erosion and sediment control site plan which includes station and offset locations for each implemented measure. Include both temporary and permanent erosion and sediment control measures. Include an erosion and sediment control sequence of implementation and phasing schedule. Each
erosion control item shall be bid separately.

Provide detailed traffic control plans showing all devices required for a MUTCD compliant plan. Show all streets and alleys that may be impacted by this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. A detailed layout will be included for each phase projects. The traffic control sequence of implementation and phasing schedule shall coincide with erosion and sediment control sequence of implementation and phasing schedule. Each traffic control device shall be bid separately.

Provide a Project Sequence of implementation and phasing schedule which shall include such items as traffic control, erosion and sediment control, utility installations, paving, restoration, and construction milestones.

Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.

Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.

Plans documents shall adhere to current City of Rapid City guidelines.

Staking information shall include either of the following formats:
On the Plans
- Station offsets for all items of work requiring field staking.
- In tabular form on a plan sheet (schedule)
- Coordinates and description of inter-visible control points.
- Coordinates of all items of work requiring field staking.
- Benchmark information shall be provided on each sheet.

2.7 Assist the City with easement(s) acquisition, and obtain property owner contact information, prepare easement and ROW exhibits as necessary, provide copies of current deeds of properties where easements are needed, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings.

2.8 Submit Final Design Documents for Final Review. Provide three (3) hard copies and a PDF version of the Final Design Services submittal. The submittal shall consist of the Final Design Technical Memorandum, complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City’s project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.9 Address 100% final review submittal staff comments as necessary.

2.10 Prepare U.S. Army Corps of Engineers Nationwide Wetland Permit application for City submittal. Permit to be based on Desktop wetland delineation and presubmittal meeting with U.S. Army Corps of Engineers.
2.11 Prepare and submit SDDOT permit applications for work in abandoned railroad right of way and Highway 44 right of way.

2.13 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permit costs are the Contractor’s obligation.

2.14 Prepare final “Engineer’s Estimate” of probable construction cost for the project.

2.15 Deliver the following final submittals:
   - Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution.
   - Provide complete plans on CD compatible with AutoCAD Civil 3D 2018 or newer format.
   - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
   - Provide complete specifications and contract documents in Microsoft Word.
   -Provide a unit price cost estimate on CD in Microsoft Excel on the City of Rapid City “Engineer’s Estimate” form. Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
   - Print and distribute five (5) copies of plans/drawings to the City of Rapid City at 11” x 17” scale for construction services personnel.

All submittals (drawings and specifications) believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured”. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

2.16 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project and may include the following itemized services.

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.2 Consultant shall proof print quality at printers before full production of copies are made.

3.3 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute minute copies to only Consultant and City.
3.4 Prepare and issue addenda to the bid documents as required.

3.5 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab and prepare an award recommendation letter to the City of Rapid City project manager.

3.6 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. The Consultant will provide PDF’s, and CAD files on a thumb drive. The digital submittal must be compatible with AutoCAD Civil 3D 2018, or newer, containing all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician to demonstrate the CAD file operation and compatibility with City CAD software, if necessary.

If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultants is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the Contract and the City has closed the Contract.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “I (insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance” shall be signed and dated by the Engineer of Record.

SCHEDULE:

Notice to Proceed
Conceptual Design Services Submittal
Final Design Services Submittal
Final Plans, Specifications, and Contract Documents Complete
Project Bid Opening Date
Project 100% Construction Complete

April 13, 2020
July 2020
October 2020
January 2021
February 2021
August 2021
EXHIBIT B TASK SCHEDULE
PERRINE & UNNAMED TRIBUTARY
DRAINAGE BASIN DESIGN PLAN (DBDP) AMENDMENT
PHASE 3
Project No. 18-2430, CIP No. 51189.3

FMG ENGINEERING
March 20, 2020

### TASK 1 - PRELIMINARY DESIGN

| 1.1 | Kickoff Meeting | $740.00 |
| 1.2 | Collect and Review Background Information | $420.00 |
| 1.3 | Perform Site Surveys | $8,550.00 |
| 1.4 | City & RVSD Utility System Verification | $440.00 |
| 1.5 | Private Utility Base Map Verification Meeting | $730.00 |
| 1.6 | Meet with Individual Property Owners | $700.00 |
| 1.7 | Meet with SDDOT | $280.00 |
| 1.8 | Perform Geotechnical Investigation | $3,500.00 |
| 1.9 | U.S. Army Corps of Engineers Wetlands Coordination | $2,580.00 |
| 1.10A | Preliminary Design Technical Memorandum | $5,280.00 |
| 1.10B | Conceptual Design Drawings | $10,010.00 |
| 1.11 | Attend Submittal Review Meeting with City Staff | $440.00 |
| **TOTAL FOR TASK 1-PRELIMINARY DESIGN** | **$33,670.00** |

### TASK 2 - FINAL DESIGN-PHASE 2

| 2.1 | Final Design Technical Memorandum | $750.00 |
| 2.2 | Determine Removal Limits with City Representative | $440.00 |
| 2.3 | Coordinate with Geotechnical Engineer | $280.00 |
| 2.4 | Obtain Design Exceptions | $510.00 |
| 2.5 | Private Utility Conflict Resolutions, Assist PM with Notification | $660.00 |
| 2.6 | Provide Complete Plans and Specifications for Final Review | $20,790.00 |
| 2.7 | Assist City with Easement/ROW Acquisition | $2,600.00 |
| 2.8 | Submit Final Design Services Documents | $940.00 |
| 2.9 | Address 100% Submittal Staff Comments if Necessary | $1,880.00 |
| 2.10 | Prepare Final Application for USACE Nationwide Permit | $700.00 |
| 2.11 | Prepare and Submit SDDOT Permit Applications | $510.00 |
| 2.12 | Identify Permits Required for the Contractor | $140.00 |
| 2.13 | Prepare Final Engineer's Cost Estimate | $1,440.00 |
| 2.14 | Final Plans Deliverables | $1,540.00 |
| 2.15 | Address DENR Review Comments | $460.00 |
| **TOTAL FOR TASK 2-FINAL DESIGN** | **$33,880.00** |

### TASK 3 - BIDDING SERVICES

<table>
<thead>
<tr>
<th>Task 3</th>
<th>Bidding Phase</th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Information to City for Advertising Authority</td>
<td>$140.00</td>
</tr>
<tr>
<td>3.2</td>
<td>Proof Print Quality at Printers</td>
<td>$110.00</td>
</tr>
<tr>
<td>3.3</td>
<td>Prebid Meeting/Minutes</td>
<td>$610.00</td>
</tr>
<tr>
<td>3.4</td>
<td>Prepare and Issue Addenda</td>
<td>$1,580.00</td>
</tr>
<tr>
<td>3.5</td>
<td>Bid Tabulations, Review and Recommendation</td>
<td>$140.00</td>
</tr>
<tr>
<td>3.6</td>
<td>Prepare &quot;As Built&quot; Plans</td>
<td>$2,180.00</td>
</tr>
<tr>
<td><strong>TOTAL FOR TASK 3-BIDDING</strong></td>
<td><strong>$4,760.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Total Project Task 1-3**  
$72,270.00

Although dollar values have been provided for each task, FMG shall retain the right to reallocate monies to other tasks, subject to the maximum limiting fee shown above.

Page B1 of B1
## EXHIBIT C

### FMG ENGINEERING

**2020 RATE SCHEDULE**

**FOR**

**PERRINE & UNNAMED TRIBUTARY**

**DRAINAGE BASIN DESIGN PLAN (DBDP) AMENDMENT**

**PHASE 3**

*Project No. 18-2430, CIP No. 51189.3*

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer II</td>
<td>$186.00/hr</td>
</tr>
<tr>
<td>Principal Engineer I</td>
<td>$160.00/hr</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$140.00/hr</td>
</tr>
<tr>
<td>Engineer III – PE</td>
<td>$120.00/hr</td>
</tr>
<tr>
<td>Engineer II – PE</td>
<td>$110.00/hr</td>
</tr>
<tr>
<td>Engineer I – PE</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Geospatial Analyst</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Graduate Engineer II – EIT</td>
<td>$95.00/hr</td>
</tr>
<tr>
<td>Graduate Engineer I – EIT</td>
<td>$87.00/hr</td>
</tr>
<tr>
<td>CADD Technician II</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>CADD Technician I</td>
<td>$80.00/hr</td>
</tr>
<tr>
<td>Geologist - PG</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$80.00/hr</td>
</tr>
<tr>
<td>Land Surveyor - RLS</td>
<td>$100.00/hr</td>
</tr>
<tr>
<td>Land Surveyor – LSIT</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>Survey Technician II</td>
<td>$85.00/hr</td>
</tr>
<tr>
<td>Survey Technician I</td>
<td>$75.00/hr</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>$80.00/hr</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$75.00/hr</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$70.00/hr</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$75.00/hr</td>
</tr>
</tbody>
</table>

### VEHICLES & EXPENSES

- Mobilization (Support Vehicle) $0.85/mile
- Mobilization (Drill Rig) $2.00/mile
- ATV $90/day
- Travel Costs - air, lodging, transport, meals, etc. cost